

Contract no 724

PATERSON PARKING AUTHORITY
AND
TEAMSTERS LOCAL # 97
AGREEMENT

Jan. 1, 1991 to Dec. 31, 1992



EST. 1948

CITY OF PATERSON PARKING AUTHORITY

125 VAN HOUTEN STREET

201-977-3999

PATERSON, N.J. 07505

ELMER GROSSI
Chairman

RAY RIGA
Asst Secretary-Treasurer

OLGA MEDINA
Commissioner

ARTHUR ACKERMAN
Executive Director

ANTHONY PELOSI
Vice-Chairman

EDWARD J. COSGROVE
Commissioner

DAN PASQUARIELLO
Commissioner

PETER J. CAMMARANO
Counsel

ANN ANDREANO
Secretary-Treasurer

December 24, 1990

Teamsters Local No. 97
853 Mount Prospect Avenue
Newark, N.J. 07104

Dear Pat:

Enclosed are three (3) signed copies of the 1991-92 agreement between the Parking Authority, and the Teamsters Local 97 of New Jersey.

Please note that I have crossed out two (2) sections on pages nine and fourteen that did not belong in this contract.

It was also necessary to correct the effective date of the contract in the preamble, and the amount of the co-pay on the prescription plan on page fourteen.

Page 14, Section 4, was retyped by my office.

Please review the changes, and, if acceptable, please advise immediately.

Yours truly,

Arthur Ackerman
Executive Director

AA/dm
Enc.

PREAMBLE

This Agreement, effective as of the 1st day of January, 1991 by and between the Parking Authority of the city of Paterson referred to as the "Authority" and Teamsters Local No. 97 as affiliate of the International Brotherhood of Teamsters hereafter referred to as the "Union" is designated to maintain and promote a harmonious relationship between the Authority and such of its employees who are within the provisions of this Agreement.

ARTICLE I

RECOGNITION

Section 1a The Authority hereby recognizes the Union as the exclusive representative for collective negotiations concerning the terms and conditions of employment for an appropriate unit of employees of the Authority including all employees of the Authority except professional employees, managerial executives and supervisors having the power to hire, discharge, discipline or to effectively recommend the same.

Section 1b Commencing January 1, 1985, newly hired part-time employees shall not be eligible for benefits granted full-time permanent employees. Part time employees hired prior to January 1, 1985 shall continue to receive such benefits.

ARTICLE II

UNION SECURITY

Section 1 All present employees who are members of the Union on the date of execution of this Agreement, shall, as a condition of continued employment, remain members in good standing for the duration of this Agreement.

Section 2 The Authority shall deduct monthly union dues and initiation fees from the earned wages of each employee in such amount as determined by the Union and transmit said funds to the Union except that no such deduction shall be made from the employee's wages except when authorized by them on an authorization card submitted to the Authority.

Section 3 The Authority shall furnish to each present employee and each new employee, when he is hired, a printed copy of this Agreement.

Section 4 Upon the request of the Union, the Authority shall deduct a representation fee from the wages of each employee who is not a member of the Union.

- a. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the unit.
- b. The amount of said representation fee shall be certified to the Authority by the Union, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Union to its own members.
- c. The Union agrees to indemnify and hold the Authority harmless against any liability, cause of action or claims of loss whatsoever arising as a result of said deductions.

- d. The Authority shall remit the amounts deducted to the Union monthly, on or before the 15th of the month following the month in which such deductions were made.
- e. The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5 (c) and 5.6, and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system, or if membership is not to available, the Authority shall immediately cease making said deductions.

ARTICLE III

BULLETIN BOARDS

Section 1 The Authority shall permit the Union reasonable use of Bulletin Boards for the posting of notices concerning Union business and activities.

ARTICLE IV

GRIEVANCE AND ARBITRATION

Section 1 No permanent employee shall be removed, dismissed, suspended, fined, demoted or disciplined in any other manner except for just cause.

Section 2 Any controversy, complaint, misunderstanding, or dispute concerning the interpretation or application of any statute charter, provision, ordinance, rule, regulation, or policy which is

not in conflict with this Agreement, or concerning any matter or condition arising out of the employee/employer relationship adjustments shall be resolved as follows;

Step One: The grievance, when it first arises, shall be taken up orally between the employee and his immediate supervisor. If this grievance is not settled during this first informal conference, then such grievance shall be reduced to writing by the Union Shop Steward and served upon the Commission's Manager or Director.

Where a written grievance has been so served, the same shall, within five (5) working days be discussed at a conference between the Union official, the employee and the Manager or Director. The Manager or Director shall give a written answer to the Union not later than five (5) working days after aforesaid discussion.

Step Two: In the event the grievance is not satisfactorily settled by the discussion in Step One, then the same shall be the subject of a conference between the Union and the Authority at its next meeting.

Step Three: In the event the grievance is not satisfactorily settled in Step Two, then the Union may, if it desires, appeal the matter to arbitration by making written application to the New Jersey State Board of Mediation requesting that an arbitrator be appointed to hear and determine the dispute. The Arbitrator so appointed shall have the full power to hear and determine the dispute and his decision shall be final and binding upon both parties.

1. The fee of any arbitrator selected shall be shared equally by the Authority and the Union.
2. Only the parties to this Agreement shall have the right to request arbitration.
3. It is agreed that the arbitrator may not change, modify, alter, substitute, add to or subtract from the provisions of this Agreement. No dispute arising out of any question pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.
4. In the event an arbitrator should award back pay in any matter, it is agreed that any employee earning elsewhere during the period covered by the award shall be deducted from the award.
5. The Authority agrees to recognize the Union's authorized representatives for the adjustments of grievances, disputes and controversies which may arise. Such representatives shall have the right to confer with employees whenever necessary during working hours with regard to any matter involving the relationship between the Authority and the Union which may require attention, and the representatives shall be afforded such time

off as may be required to transact such business; provided however that the representative shall give reasonable notice to and secure permission from their supervisor when they desire to take time off.

Section 4 It is agreed that the parties hereto will not discriminate against any employee because of race, color, creed, religion, nationality, or sex, and further, that no employee shall be discriminated against or interfered with because of Union activities.

ARTICLE V

LEAVES OF ABSENCE

Section 1 Upon making timely application, employees may apply to the Authority for leave of absence for a period not to exceed ninety (90) days. The reason for such request shall be made known to the Authority, and the Authority will give reasonable consideration to such application.

ARTICLE VI

PROBATIONARY OR TRIAL PERIOD

Section 1 Newly engaged employees shall be deemed to be on trial or probation for a period of ninety (90) days from the date of hire.

Section 2 During the aforementioned trial period, the Authority may discharge such employee for any reason whatsoever. An employee discharged during such trial period shall not have recourse to the grievance/arbitration procedure as set forth in Article IV of this Agreement.

Section 3 An employee promoted to a higher position shall be deemed to be on trial from the date of such promotion for a period of ninety (90) days. If it shall be determined by the Authority during the said trial period that the promoted employee is not qualified to discharge the duties of the position to which he was promoted, the employee shall resume his former position or a position equivalent thereto. During the trial period, the employee shall receive no increase in salary by reason of the promotion, but shall, if accepted in the new position, receive such an increase in salary retroactive to the commencement date of the trial period.

Section 4 The Authority shall have no responsibility for the re-employment of newly engaged probationary employees if they are dismissed during the trial period.

Section 5 Trial periods may be extended by mutual consent of the Authority and the Union for an additional four (4) weeks for all classifications.

ARTICLE VII

WORK WEEK AND OVERTIME

Section 1 For all employees, forty (40) hours per week shall constitute a normal week's work and the hours of work shall consist of eight (8) hours per day.

Section 2 Overtime at the rate of time and one half the regular hourly rate of pay shall be paid for all time worked in excess of the normal work week as defined in Section 1 of this Article. Overtime shall be computed on the basis of fifteen (15) minute periods and under-time shall not be computed against overtime.

Section 3 Double the rate of pay for time worked on Sundays as such and for work on Holidays.

Section 4 The hourly rate of pay to be used as a base in computing overtime of each employee shall be determined by dividing each employee's weekly salary by the number of hours in the regular work week during which such overtime occurs.

Section 5 When a legal holiday occurs on any regular work day such holiday shall be counted as a day worked for the purpose of determining overtime for the week in which the said holiday occurred.

Section 6 It is agreed there shall be no pyramiding of overtime or premium rates; that is, an overtime or premium rate need not be required to be paid on any other overtime or premium rate.

Section 7 The Authority agrees that insofar as practicable, overtime work will be equally distributed among the employees in the various classifications normally used to perform such work.

Section 8 Any employee who is required to perform any work on any day when he normally would be off duty shall be guaranteed four (4) hours work at the applicable rate of pay, or in the alternative four (4) hours pay at the applicable rate.

ARTICLE XVIII

HOLIDAYS

Section 1 For the purpose of this Article the following days shall be considered as paid holidays for all employees who have

worked on the regularly scheduled last day before and after the holiday, or if they have been excused from work by the Authority, on those days;

New Year's Day
Memorial Day
Independence Day
Labor Day
Columbus Day

Thanksgiving Day
Christmas Day
Employee's Birthday
Martin Luther King's Birthday

Section 1a All employees covered by this Agreement shall receive two (2) personal days off per year. ~~All part time employees shall receive the same after fifth (5th) year of employment.~~

~~Section 2 Paid holidays or part time employees will accumulate hours to be paid for on the basis of one fifth (1/5) of the average hours worked per week during the four (4) weeks period prior to a holiday after five (5) years of employment.~~

Section 2 Any of the aforementioned holidays falling on a Saturday shall be celebrated on the preceding Friday and any such holiday falling on Sunday shall be celebrated on the following Monday.

ARTICLE IX

PRIOR BENEFITS

Section 1 Present practice concerning wages, hours and terms and conditions of employment shall be continued for the duration of this Agreement except as herein set forth.

ARTICLE X

DEATH IN THE FAMILY

Section 1 Three (3) working days special leave of absence with pay shall be granted to all employees of the department, in case of

of a death within the immediate family, which term shall include mother, father, sister, brother, husband, wife, and child.

ARTICLE XI

SENIORITY

Section 1 Seniority shall consist of the relative length of accumulated service of each employee. An employee's length of service shall not be reduced by the time lost due to sickness or injury leave or authorized leave of absence.

Section 2 The seniority rights of all employees who enlist or who are drafted pursuant to an appropriate law now in force, or to be enacted, shall be maintained during such period of military service. Each such employee shall have the right to reinstatement to his former position or to a position of equal status, at the salary rate previously received by him at the time of his induction into military service, together with all salary increases granted by the Authority to said employees previous position during the period of such military service.

Section 3 Such reinstatement of veterans shall be upon application theretofore made within ninety (90) days after such an employee is honorably discharged from service. This clause shall be subject to all pertinent and applicable provisions of the Selective Training and Service Act, as amended.

Section 4 In the case of promotions, filling of vacancies, transfers, layoffs, recalls, job opportunities, seniority shall prevail providing the senior employee has the ability to do the work in question.

ARTICLE XII

MANAGEMENT RIGHTS

Section 1 The Authority maintains the exclusive right to direct the work force except as such right is relinquished, modified or abridged by or is in conflict with this Agreement. This right shall include, but not be limited to the right to:

- a. direct the employees;
- b. hire, promote, and assign;
- c. for just cause, to suspend, demote, discharge, or take disciplinary action.

Section 2 Involuntary transfers of employees from on job to another shall be made in reverse order of seniority and then only where reasonably necessary for the efficient operations of the Authority.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

Section 1 No employee shall make or be requested to make any Agreement, or to enter into any understanding inconsistent or conflicting with the terms of this Agreement.

Section 2 The Authority agrees to make reasonable provisions, as to physical and sanitary conditions of the Authority offices and

branches and to provide for the safety and the protection of the health of its' employees while engaged in the performance of their duties.

Section 3 Non bargaining unit personnel shall not be permitted to perform the work of employees in the aforesaid bargaining unit except in the case of emergencies.

Section 4 No clause of this Agreement shall be construed or interpreted as to imply any lowering of present wages or working conditions.

Section 5 The Authority will not contract out work normally performed by unit employees.

Section 6 This contract shall be binding on the Authority's successors and assignees including, but not limited to, any person or corporation purchasing from the Authority for private operation, any of the Authority's parking lots.

Section 7 All promotional job openings or new classifications must first be offered to qualified employees in seniority order.

Section 8 All full time employees will be offered the preference of shift changes when they occur.

Section 9 All job duties will be performed within the regular scheduled work day.

ARTICLE XIV

STRIKES AND LOCKOUTS

Section 1 It is agreed that the Union and the employees shall not call or engage in a strike (or threats thereof) and that the

Authority shall not institute a lockout, for any cause whatsoever during the term of this Agreement; nor shall the Union or any of the employees cause or participate in any cessation of work, slowdown, work stoppage or interference of any kind with normal Authority operations.

Section 2 The Union shall not be liable for any strike, cessation of work, slowdown, work stoppage or interference of any kind with the normal Authority operations or participate in same.

ARTICLE XV

SICK LEAVE

Section 1 All full-time employees will be entitled to ten (10) days per year sick leave with pay. They shall have the right to accumulate up to seventy-five (75) days total sick leave during the life of this Agreement or any addendum hereafter. New employees will accrue sick leave at the rate of one (1) day per month after serving the probationary period (90 days) till the 1st of the year then be entitled to ten (10) days the ensuing year.

Section 2 All employees covered by this Agreement shall upon retirement, resignation, or any severance from employment, receive one half ($\frac{1}{2}$) pay for each sick day accumulated to seventy-five (75) days maximum.

ARTICLE XVI

HOSPITALIZATION & MEDICAL BENEFITS

Section 1 The Authority shall purchase on behalf of all full-time employees #1420, Blue Cross/Blue Shield Rider "J" benefits

and Major Medical insurance which benefits and insurance will be provided for said employees and their families and dependents in full after completion of their probationary period and one month (120 days). This will also include the prescription drug plan as outlined in Section 2.

Section 2 The Authority shall provide a Paid Prescription Drug Plan for all full-time employees. The co-pay or deductible shall cost the employees two dollars (2.00) per prescription. ~~Part-time employees shall be eligible for this benefit upon completion of their fifth (5) year of employment. Upon retirement all employees who retire through P.E.R.S. after 10 or more years of employment with the Paterson Parking Authority and any other sub-division of the state shall continue to receive the Prescription Plan. This will not include part-time employees or those employees having retired prior to January 1, 1986.~~

Section 3 All eligible employees shall receive for their possession, all necessary health care policies and identification so as to properly identify the coverage.

Section 4 All full time employees, retiring after January 1, 1987, shall continue to be covered by the Health Hospitalization and Medical Benefits Plans, Dental/Vision Plans, and Prescription Plans in effect at the time they retire, at no cost to the employee. To qualify for such coverage, the employee must have a minimum of ten years of continual employment with the Parking Authority, and qualify for pension under the Public Employees Retirement System.

Section 5 Commencing January 1, 1983, the Authority shall provide a Disability Plan to each employee. The plan shall include a mandatory five (5) sick day usage by the employee prior to his collecting the disability insurance due him or her due to illness or injuries sustained that are not job-related.

Section 6 A Dental/Vision Plan to be chosen by the Parking Authority will be supplied for all employees and family without premium cost to the employees. This will not include part-time employees, and shall become effective on January 1, 1988.

ARTICLE XVII

VACATION

Section 1 All employees who have been employed for a period of not less than one (1) year and not more than ten (10) years shall receive 2 (two) weeks vacation with pay.

Section 2 All employees shall receive three (3) weeks vacation with pay upon completion of their 10th year of employment.

Section 3 Employees will not be permitted to take more than two (2) weeks vacation at one time. Employees entitled to a third week of vacation shall take such vacation at a time designated by the Executive Director or Manager.

Section 4 All employees shall receive four (4) weeks with pay upon completion of their fifteenth (15th) year of employment.

Section 5 Upon three (3) months notice to the Executive Director an employee may take his vacation at any time during the year providing the taking of such vacation does not unreasonably interfere with the operation of the Parking Authority. The decision to grant a vacation at the time requested rests with the Executive Director.

ARTICLE XVIII

CALL IN TIME

Section 1 Employees called into work or who reports to work at their normal scheduled time shall be guaranteed at least four (4) hours of pay if no work is available providing the non-availability of work is not the result of any act of the employee involved and provided that the employee will accept any kind of work he is assigned to do.

ARTICLE XIX

WAGES

Section 1 Effective January 1, 1991 and running through December 31, 1992, all employees shall receive a ten percent (10%) increase in their base pay salary.

ARTICLE XX

LONGEVITY

Section 1 Each full time employee with five (5) years employment shall receive three percent (3%) per annum of his total gross wages which shall be paid during the month of January of each year.

Section 2 Each full time employee with ten (10) years employment shall receive four percent (4%) per annum of his total gross wages which shall be paid during the month of January of each year.

Section 3 Each full time employee with fifteen (15) years employment will receive six percent (6%) per annum of his total gross wages which shall be paid during the month of January of each year.

Section 4 Each full time employee with twenty (20) years employment shall receive eight percent (8%) per annum of his total gross wages which shall be paid during the month of January of each year.

Section 5 Upon retirement, resignation or other severance, the longevity shall be pro-rated and paid to the employee up to the date of service.

ARTICLE XXII

DURATION

Section 1 The duration of this Agreement shall extend through December 31, 1992. Either party wishing to terminate, amend, or modify such contract must so notify the other party in not less than sixty (60) days prior to such expiration date. Within ten (10) days of receipt of the notification by either party, a conference shall be held between the Authority and the Union for the purpose of such Amendment, Modification or Termination.

In the event neither party serves such written notice of desire or intention to terminate, amend or modify this Agreement on or before the aforementioned sixty (60) days prior to expiration of this Agreement, then the duration of this Agreement shall continue for one (1) additional year.

IN WITNESS WHEREOF, the parties have caused their names to be signed on this 24 day of December
1990.

PARKING AUTHORITY OF PATERSON

(s)

Arthur C. Corman

TEAMSTERS LOCAL 97 OF N.J.

(s)

Arnold Ross
Arnold Ross, President

(s)

Andrew D. Trause
Andrew D. Trause,
Secretary-Treasurer

(s)

Patrick Nardolilli
Patrick Nardolilli
Representative